

PaYo Scientific PTY LTD ACN 611 420 903

TERMS AND CONDITIONS OF SALE

All goods are supplied to the Purchaser on the following Terms and Conditions, which shall apply to and form part of any contract for the supply of goods by PaYo Scientific Pty Limited to another party.

1. INTERPRETATION

In these terms

1.1 “Contract” means the contract entered into between the Supplier and the Purchaser for the supply of goods created when the Supplier accepts purchase orders submitted by the purchaser whether verbal or written and these terms and conditions apply to and form part of the entire agreement between the Supplier and the Purchaser.

1.2 “Date of delivery” is the date on which the goods leave the premises of the Supplier.

1.3 “Goods” means the goods, services, products and materials manufactured, imported, supplied and / or delivered by the Supplier to the Purchaser.

1.4 “PPSA” means the Personal Property Securities Act 2009 (Cth).

1.5 “Purchaser” means the person firm or company agreeing to purchase the goods (including any successors, nominees and any Insolvency Administrator appointed to take control of the Purchaser’s business), and if there is more than one Purchaser, the Purchaser’s covenants and obligations are joint & several.

1.6 “Security Interest” means a security interest as defined in the PPSA, a mortgage, transfer, pledge, lien or charge, or any security or preferential interest or arrangement of any kind which allows a creditor to have its claims satisfied prior to other creditors from the proceeds of an asset (including but not limited to retention of title).

1.7 “Supplier” means PaYo Scientific PTY LTD ACN 611 420 903.

2. PAYMENT

2.1 Payment for goods shall become due in full either on the date of delivery of the goods or otherwise within the time specified in the Supplier’s invoice being thirty (30) days from end of the month in which that invoice is issued (“the due date”) to the Supplier at its head office in New South Wales, AUSTRALIA.

2.2 Where the Purchaser has an established and approved credit account with the Supplier, the Purchaser shall ensure that payment for the goods is made to the Supplier in accordance with the credit account.

2.3 Time for payment shall be of the essence of the Contract.

2.4 Should the Purchaser not pay the full amount by the due date then the Supplier shall (without prejudice to any other remedy) be entitled to charge interest and administration charges on the amount outstanding at a rate of 2% above the National Australia Bank standard variable home loan rate from time to time.

2.5 In addition to interest the Purchaser will also be liable for any legal or other costs incurred by the Supplier incidental to the recovery of the amount outstanding.

2.6 In the event of delay in payment by the due date, the Supplier may, without prejudice to any other remedy, suspend supply or delivery of Goods to the Purchaser until such payment is made and the Supplier shall be entitled to claim extra expense incurred as a result of the Purchaser's delay.

3. TAX

3.1 Unless otherwise agreed in writing the price charged for the Goods shall be exclusive of any transaction tax goods and services tax as well as any new transaction taxes, which come into existence after the date of these terms and conditions. The Purchaser shall be liable to pay that tax at the time it is liable to pay for the goods.

4. DELIVERY OF GOODS

4.1 The Supplier shall make all reasonable efforts to deliver the Goods on the date agreed between the parties, but shall not be responsible for any consequential, indirect or other loss arising as a result of any failure by the Supplier to deliver the Goods at any agreed time or within a reasonable period. Where no date for delivery has been agreed upon, the Supplier shall deliver the Goods within a reasonable time. Where delivery is to be made during a certain period, the Supplier may at its option deliver the Goods in instalments during that period.

4.2 Where delay in delivery or nondelivery is due to the Purchaser failing to obtain any necessary approvals, clearances or other prerequisites to delivery or arises as a result of any occurrence reasonably beyond the Supplier's control, the Supplier shall within 30 days of becoming aware of any such occurrence notify the Purchaser in writing of the Supplier's inability to deliver and may terminate the contract if the Supplier shall so determine.

4.3 Unless otherwise agreed, Goods supplied shall be of ordinary commercial quality and all standards including but not limited to tolerances of dimension, strength and weight, shall be of such standard as the Supplier generally applies to such type of Goods. The Supplier shall not be liable for over or under delivery of bulk Goods provided that such delivery does not exceed 10% of the ordered quantity.

4.4 The Purchaser waives any claim including but not limited to for shortages in quantity, lengths or weight of any Goods delivered if any claim including for short delivery is not lodged with the Supplier within seven (7) days from delivery and/or receipt of the Goods.

4.5 Any measures requested by the Purchaser to protect the Goods in storage or transit shall be at the Purchaser's expense.

5. PASSING OF RISK AND RETENTION OF TITLE

5.1 While the risk in the Goods passes on delivery of the goods to the Purchaser or collection of the goods by the Purchaser or title in the goods passing to the Purchaser, whichever first occurs, legal and equitable title to the Goods remains with the Supplier and will not be transferred to the Purchaser until payment in full for all debts accrued or owed to the Supplier on any account whatsoever.

5.2 The Purchaser acknowledges that until the Purchaser has met and paid all that is owed to the Supplier on any account whatsoever, the Purchaser holds the Goods as bailee and fiduciary agent for the Supplier and shall safely and securely store and keep the Goods separate and in good condition as a fiduciary of the Supplier, clearly showing the Supplier's ownership of the Goods and shall keep records of the Supplier's ownership of the Goods in such a manner as to show clearly that the Goods are the property of the Supplier;

5.3 Despite paragraph 5.1 the Purchaser may sell the Goods as fiduciary agent for the Supplier to a third party in the normal course of the Purchaser's business by way of bona fide sale at full market value provided that where the Purchaser is paid by the third party the Purchaser holds the proceeds of such sale to the extent of the amount owing by the Purchaser to the Supplier at the time of receipt of such proceeds on trust for the Supplier.

5.4 In the event that the Purchaser uses the Goods in some manufacturing or construction process of its own or some third party, then the Purchaser shall hold such part of the proceeds of such manufacturing or construction process as relates to the Goods on trust for the Supplier. Such part shall be deemed to be equal in dollar terms to the amount owed by the Purchaser to the Supplier at the time of the receipt of such proceeds.

5.5 Notwithstanding the above, the Supplier is entitled to maintain an action against the Purchaser for the purchase price of the Goods and further reserves the following rights in relation to the Goods until all amounts owed by the Purchaser to the Supplier are fully paid:

5.5.1 legal and equitable ownership of the Goods;

5.5.2 to enter the Purchaser's premises (or the premises of any associated company or agent where the Goods are located) and retake possession of the Goods and keep or resell any of the Goods so repossessed.

6. WARRANTIES, LIMITATION OF LIABILITY AND INDEMNITIES

6.1 Except as provided in these terms, all express and implied warranties, guarantees and conditions under statute or general law as to merchantability, description, quality, suitability or fitness of the Goods for any purpose or as to design, assembly, installation or materials or otherwise are expressly excluded to the extent to which they are at law able to be excluded. The liability of the Supplier shall be limited to the cost of replacing Goods, the cost of obtaining equivalent Goods, or the cost of repairing the Goods at the Supplier's discretion provided that in all such cases freight costs and costs of dismantling and reassembly shall be borne by the Purchaser.

6.2 Subject to paragraph 6.1, this agreement shall exclude the Supplier from any liability arising out of or in connection with the supply, resupply, use or reuse of the Goods, howsoever arising and whether for indirect, special, consequential loss or otherwise, including but not limited to any liability the Supplier may otherwise have had by virtue of any representation, warranty, condition or term whether express or implied.

6.3 The Purchaser indemnifies the Supplier against all costs, claims, expenses or other liability in connection with the delivery to the Purchaser of the Goods prepared, manufactured or dispatched in accordance with drawings, models, descriptions, analyses, prescriptions or other specifications submitted to the Supplier by the Purchaser, including but not limited to actions for alleged infringement of copyright, patents, registered designs or trade marks.

6.4 The Purchaser agrees that all intellectual property rights developed by the Supplier relating to the Goods or any part and any improvements made to the intellectual property rights of the Supplier in respect of the Goods or any part by the Supplier or the Purchaser are the property of the Supplier and the Purchaser derives no right, title or interest in them except a royalty free nonexclusive licence to use the Goods for their intended purpose. Subject to the foregoing, the Supplier does not obtain any intellectual property rights in respect of so much of the

designs or drawings specified or provided by the Purchaser. Without limiting the foregoing, all improvements, whether or not registrable, developed, made, conceived or first reduced to writing by the Purchaser shall be: (a) owned exclusively by the Supplier and may be used for other customers of the Supplier; and (b) shall be promptly disclosed in writing to the Supplier. The Purchaser shall promptly sign such documents as are reasonably required to allow the Supplier to apply for registration or renewal of the improvements including in respect of the intellectual property rights to which the improvements relate. The Purchaser warrants that in respect of any drawings, plans, specifications or anything else supplied by or on behalf of it which relates to the creation or development of the Goods does not infringe the intellectual property rights of any third party.

6.5 The Supplier shall take all reasonable steps to care for and maintain any tools or models supplied to it by the Purchaser, provided that all such tools and models shall be insured by, and, where necessary repaired at the expense of, the Purchaser.

7. DEFAULT

Should:

7.1 the Purchaser fail to pay any amounts when due under a Contract; or

7.2 the Purchaser default in the performance of any of its obligations under a Contract; or

7.3 the Purchaser, if an individual commit an act of bankruptcy, or if a company become subject to external administration within the meaning of the Corporations Law or pass a resolution to wind up, then, in addition and without prejudice to any rights the Supplier has by law:
Then

7.4 the Purchaser shall be in breach of contract and the Supplier shall be entitled to treat the whole of the Contract and any other contract between the Supplier and the Purchaser as repudiated;

7.5 the Supplier may refuse to supply the Goods to the Purchaser;

7.6 the Supplier shall be entitled to claim return of any Goods in the possession of the Purchaser where title has not passed to the Purchaser.

8. ADVICE

Subject to clause 6, any advice, recommendation, information, assistance or service provided by the Supplier in relation to Goods supplied or manufactured by it in respect of their use or application is given in good faith and shall be accepted

without liability on the part of the Supplier and it shall be the responsibility of the Purchaser to confirm the accuracy and reliability of the same in light of the use to which the Purchaser makes or intends to make of the Goods.

9. HAZARDOUS MATERIALS

9.1 Where the Supplier sells any potentially hazardous material (“hazardous materials”) to the Purchaser, the Supplier shall upon request provide to the Purchaser a Material Safety Data Sheet (“MSDS”) applicable to those hazardous materials.

9.2 The Purchaser agrees to follow the instructions for use and handling of the hazardous materials, and accepts it is the Purchaser’s responsibility to ensure that its employees, contractors, agents or Purchasers comply with the instructions for use and handling as stipulated in the MSDS and/or Warning Labels supplied by the Supplier.

9.3 The Purchaser hereby indemnifies the Supplier against losses, damages, claims or other liability arising out of the supply of the hazardous materials by the Supplier to the Purchaser and the use and handling of the hazardous materials by the Purchaser, its employees, contractors, agents or Purchasers.

9.4 The information provided by the Supplier in the MSDS or Warning Labels is often obtained from the Supplier’s own suppliers or other sources, and the Supplier will not be held liable in contract and / or in tort for any reliance placed on such information.

9.5 The Supplier reserves the right to withdraw further supply of any hazardous materials if the Purchaser, its employees, contractors, agents or Purchasers fail to comply with the conditions of use and handling as stipulated in the MSDS and / or Warning Labels.

10. PPSA

Unless otherwise defined in these Terms, capitalised terms and expressions used in this clause 10 have the same meaning as they have in the PPSA.

10.1 the Supplier may register a Financing Statement on the Register (including before that Security Interest attaches the Goods) in respect of any Security Interest which it considers arises out of the Contract.

10.2 The Purchaser agrees that:

10.2.1 the Supplier’s Security Interest in the Goods (pursuant to clause 5) secures all amounts owing by the Purchaser to the Supplier under the Contract, and

10.2.2 The Supplier’s Security Interest attaches to all Proceeds of the Goods.

10.3 The Purchaser agrees to promptly do anything (for example obtaining consents, signing documents, having others sign documents, supplying information, and entering into a subordination or priority arrangement with any other secured party), which the Supplier asks it to do in order to:

10.3.1 ensure that the Security Interest arising under the Contract is Perfected and otherwise effective;

10.3.2 assist the Supplier to exercise any right in connection with the Supplier's Security Interest.

10.4 If the Purchaser has a Security Interest in the Goods (for example under a PPS Lease or Commercial Consignment), the Purchaser agrees to take all steps necessary to:

10.4.1 obtain the highest ranking priority possible in respect of that Security Interest (such as duly perfecting a Purchase Money Security Interest in the timeframes specified in the PPSA to ensure that it has priority and noting that the Security Interest is a Purchase Money Security Interest when registering the relevant Financing Statement); and

10.4.2 reduce as far as possible the risk of a third party acquiring an interest in the Goods free of the Supplier's Security Interest or the Purchaser's Security Interest or in priority to Purchaser's Security Interest.

10.5 The Purchaser agrees that any exercise by the Supplier of its rights to enforce any Security Interest in the Goods necessarily involves an exercise of all intellectual property rights relating to the Goods.

10.6 The Purchaser certifies that the Goods will be held by it in the furtherance of an enterprise to which an Australian business number has been allocated,

10.7 The Purchaser waives any right which it may have at any time (including under s157 of the PPSA) to receive a copy of a Verification Statement or any other notice contemplated by the PPSA.

10.8 The Purchaser waives any right which it may have to receive anything from the Supplier under s275 of the PPSA, and agrees to not make any request of the Supplier under that section. The Purchaser and the Supplier agree that neither party will disclose any information of any kind mentioned in s275 (1) of the PPSA (except as provided for in s275 (7)).

10.9 The Purchaser appoints the Supplier as its authorised representative for the purpose of obtaining, and authorises it to obtain, from the holder of any other

Security Interest in the Goods any of the information referred to in s275 (1) of the PPSA relevant to that Security Interest,

10.10 The parties hereby contract out of each provision of the PPSA which S115 permits, except sections 123, 126, 128, 134 and 135. Nothing in this clause or the provisions of the PPSA referred to in the preceding sentence shall derogate from the terms of the Contract. Where relevant, the Supplier may determine whether it exercises a particular right of power under a provision of the Contract or under the PPSA.

11. CANCELLATION

No order may be cancelled except with the consent in writing of the Supplier and on terms which will indemnify the Supplier against all losses.

12. APPLICABLE LAW

This Contract shall be deemed to have been made in New South Wales and is governed by the law of New South Wales. The parties agree to submit to the exclusive jurisdiction of the courts of New South Wales.

Effective 1st June 2016